Return to:

[RETURN TO NAME]

[RETURN TO STREET ADDRESS]

[RETURN TO CITY, STATE ZIP]

Prepared by:

[PREPARER NAME]

[PREPARER STREET ADDRESS]

[PREPARER CITY, STATE ZIP]

MORTGAGE

This Mortgage is made on [MORTGAGE DATE] by [MORTGAGOR NAME], with an address of [MORTGAGOR ADDRESS] (the "Mortgagor"), in favor of [MORTGAGEE NAME], with an address of [MORTGAGEE ADDRESS] (the "Mortgagee").

To secure the Note described below, Mortgagor mortgages to Mortgagee, and grants Mortgagee a lien on, the following real property located in [COUNTY] County, Florida, together with all buildings and improvements now or later on it, all rights and easements belonging to it, and all proceeds of it:

Legal Description: [LEGAL DESCRIPTION]

Parcel ID #: [PARCEL ID]

Property Address: [PROPERTY ADDRESS]

NO TITLE SEARCH PERFORMED. LEGAL DESCRIPTION PROVIDED BY THE MORTGAGOR.

This Mortgage secures a Promissory Note of even date with this Mortgage, in the principal amount of $[PRINCIPAL AMOUNT], from Mortgagor as maker to Mortgagee as holder, together with every renewal, extension, amendment, and replacement of it (the "Note").

[OPTIONAL - JOINING SPOUSE, MARRIED MORTGAGOR WHOSE PROPERTY IS HOMESTEAD: [SPOUSE NAME], the spouse of the Mortgagor, joins in this Mortgage to consent to it and to subject to its lien any interest, including any homestead interest, that [SPOUSE NAME] may have in the real property.]

Mortgagor covenants and agrees as follows:

1. Payment. Mortgagor shall pay the Note according to its terms and shall perform every other obligation of Mortgagor under the Note and under this Mortgage.

2. Taxes and Assessments. Mortgagor shall pay before delinquency all taxes, assessments, and other charges levied against the real property, and shall pay when due every claim that could become a lien on the real property ranking ahead of this Mortgage.

3. Insurance. Mortgagor shall keep the buildings and improvements on the real property insured against fire and the other hazards customarily insured against for property of the same type, in an amount at least equal to the unpaid balance of the Note, naming Mortgagee as mortgagee and loss payee. Mortgagor shall give Mortgagee a copy of each policy or a certificate of insurance on request, and shall notify Mortgagee promptly of any cancellation or material change.

4. Preservation of the Property. Mortgagor shall keep the real property in good condition and repair, ordinary wear and tear excepted, shall not commit or permit waste, and shall not demolish or materially alter any building or improvement without Mortgagee's prior written consent.

5. Protective Advances. If Mortgagor fails to pay any tax, assessment, or insurance premium, or fails to make any repair necessary to preserve the real property, Mortgagee may pay it or make it. Every amount Mortgagee pays or advances under this Section bears interest from the date of the advance at the rate then applicable under the Note, is payable by Mortgagor on demand, and is secured by this Mortgage.

6. Liens. Mortgagor shall not grant or permit any mortgage, lien, or other encumbrance on the real property ranking ahead of or equal to this Mortgage without Mortgagee's prior written consent.

7. Events of Default. Each of the following is an "Event of Default" under this Mortgage:

(a) Mortgagor fails to make any payment under the Note within the grace period stated in the Note;

(b) an Event of Default occurs under the Note;

(c) Mortgagor breaches any other covenant in this Mortgage and the breach continues for thirty days after written notice from Mortgagee; or

(d) Mortgagor files or has filed against Mortgagor a petition under any bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or admits in writing an inability to pay debts as they come due.

8. Acceleration; Foreclosure. On the occurrence of an Event of Default, Mortgagee may declare the entire unpaid balance of the Note immediately due and payable, without further notice or demand, and may foreclose this Mortgage as provided by Florida law. Mortgagee's rights and remedies are cumulative, and no delay or partial exercise by Mortgagee waives any right or remedy.

9. Costs of Collection. Mortgagor shall pay all costs of collecting the Note and of enforcing or foreclosing this Mortgage, including reasonable attorneys' fees and costs at all trial and appellate levels and in bankruptcy proceedings. Those costs bear interest at the rate then applicable under the Note and are secured by this Mortgage.

10. Satisfaction. When the Note is paid in full and Mortgagor has performed every obligation under this Mortgage, Mortgagee shall sign and record a satisfaction of this Mortgage and deliver a copy to Mortgagor.

11. General. This Mortgage is governed by Florida law. It binds Mortgagor and Mortgagor's heirs, personal representatives, successors, and assigns, and benefits Mortgagee and Mortgagee's successors and assigns. It may be amended only by a written instrument signed by Mortgagor and Mortgagee and recorded in the same public records. If any provision of this Mortgage is unenforceable, the remaining provisions stay in effect.

Signed by Mortgagor, [MORTGAGOR NAME], this ____ day of ________________, [YEAR].

Mortgagor

____

[MORTGAGOR NAME]

[SECOND SIGNATURE COLUMN - JOINING SPOUSE:

____

[SPOUSE NAME]

SPOUSE OF MORTGAGOR

Address: ______________________________]

Witness	Witness
________________________________	________________________________
Signature	Signature
________________________________	________________________________
Printed Name	Printed Name
Address: ________________________	Address: ________________________
________________________________	________________________________
________________________________	________________________________

STATE OF _______________________

COUNTY OF ______________________

The foregoing Mortgage was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of ________________, [YEAR], by [MORTGAGOR NAME], who is ☐ personally known to me or ☐ who produced ________________________ as identification.

[ALTERNATIVE - TWO SIGNERS, MORTGAGOR AND JOINING SPOUSE: The foregoing Mortgage was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of ________________, [YEAR], by [MORTGAGOR NAME] and [SPOUSE NAME], who are ☐ personally known to me or ☐ who produced ________________________ as identification.]

Seal:

____

Notary Signature

____

Printed Name